VX-β End-User License Agreement

This end-user license agreement ("this Agreement" hereafter) defines the terms and conditions of a contract concluded between the end user (the "User" hereafter) and Yamaha Corporation ("Yamaha" hereafter) with regard to this use of this Software (defined below).

This Software is still under development and as such may exhibit bugs, malfunctioning, or other issues that result in improper functioning. Yamaha provides no guarantees with regard to the use of this Software (including the use of Synthesized Singing (defined below), including but not limited to its accuracy, integrity, availability, usefulness, reliability, and harmlessness.

The User agrees to use this Software in accordance with this Agreement.

By using this Software, the User is deemed to have agreed to all terms and conditions of this Agreement and is legally bound by this Agreement.

However, if an upgraded or modified version of this Software is released with a separate agreement instead of this Agreement, the separate agreement shall take priority over this Agreement unless it is specifically noted that this Agreement takes priority over the separate agreement.

This Agreement covers the use of this Software and any Synthesized Singing (defined below) generated by the User. This Agreement does not cover the use of characters included with this Software ("Character(s)" hereafter). Character(s) shall be used in accordance with the individual user license agreement (or guidelines) stipulated separately from this Agreement for each Character.

https://www.vocaloid.com/about_character/

The details of this Agreement below should be read prior to use.

Article 1 (Definitions)

The terminology used in this Agreement is defined below.

(1) "User" refers to an entity who has obtained this Software through legitimate means, regardless of whether the User is an individual or legal entity.

(2) "This Software" refers to software provided under the name "VX-β" from Yamaha to a User who has purchased "VOCALOID6," and also includes relevant upgrade versions and modified versions of this Software, and update data files and the like. "VOCALOID" and "VOCALO" are trademarks of Yamaha.

Trademarks shall be used in accordance with "Terms of Use of VOCALOID™ Related Names, Trademarks, and Logos" stipulated separately from this Agreement.
https://www.vocaloid.com/en/terms/
(3) "Synthesized Singing" refers to all types of audio output generated through the use of this Software. However, this excludes the use of other voice banks not included in this Software.
(4) Use of this Software refers to loading this Software in whole or in part to a computer or device, either temporarily or permanently in memory.
(5) "Character(s)" refers to an abstract concept representing the appearance and other characteristics embodied in pictorial copyrighted works such as the drawings on the package of the Product.
(6) "Serial Code" refers to an individual authentication code set for each Software instance and included with and provided for this Software, so that the User can use this Software over the Internet.

Article 2 (User License)
1. Subject to complying with the conditions set forth in this Agreement, Yamaha hereby grants to the User a non-exclusive, non-transferable, and non-sublicensable right to use this Software.
2. The User may use this Software on a single computer only.

Article 3 (Use of Synthesized Singing)
The User may use Synthesized Singing generated through the use of this Software for both commercial and non-commercial use. However, the User shall contact Yamaha in advance if including Synthesized Singing in products that bear Yamaha trademarks, the title of this Software, or other similar indications ("Agreement Indications" hereafter) is desired, and if using such products commercially for performances, sales, streaming, or other similar activities. An additional User license agreement, including licensing fees, may be required depending on the type of usage.

Article 4 (Prohibitions)
The following actions are prohibited with regard to using this Software or Synthesized Singing. However, this does not apply to the extent permitted by copyright law or other laws.
(1) Releasing or distributing Synthesized Singing containing lyrics that violate social norms.
(2) Releasing or distributing Synthesized Singing that infringes upon the personal rights (including reputation and popularity) and other rights of a third party, including but not limited to the singer (voice actor) used for this Software.
(3) Using and distributing this Software in whole or in part as a component of software released by the User or a third party.
(4) Analyzing this Software through reverse compilation, reverse assembly, reverse engineering, or other means that convert this Software into readable format.
(5) Reproducing (regardless of format, such as stored on a disk; converted into a format for use with another product or for resale; in remixed, filtered, or resynthesized format; or in a format that can be obtained by a

third party), publicly transmitting (such as enabling transmission through means such as a bulletin board, FTP site, website, storage site, or P2P network; transferring or distributing electronically to a third party over the Internet; or stored on a network, computer, or sampler that can be accessed by the public), transferring, reselling, loaning, distributing, modifying, or adapting this Software either in whole or in part.
(6) Placing this Software in an environment where it can be operated by a third party.
(7) Deleting, modifying, or obscuring the copyright statements in this Software.
(8) Using this Software for the benefit of clients, providing this Software to clients, or allowing clients to use this Software, as part of a service provided by an organization such as a recording company, studio, or rental company. However, this excludes use related to formal education.
(9) Disclosing the Serial Code to a third party or allowing a third party to use the Serial Code; or loaning, transferring, selling, or providing the Serial Code as collateral.
(10) Use this Software or Synthesized Singing for the development of any software products or services that are similar to or imitate this Software and voicebanks referenced by this Software, including, but not limited to, training a machine learning or artificial intelligence (AI) system.
(11) Violating this Agreement.

Article 5 (Rights and Prohibition of Transfer of Rights of This Software)
1. Copyrights and other intellectual property rights of this Software belong to Yamaha or were obtained through legitimate licenses from third parties, and are protected by copyright law and other intellectual property rights law.
2. This Agreement does not transfer to the User any rights belonging to Yamaha, either in whole or in part. This Agreement grants a usage license to only the User, and the User may not transfer the contractual status, or licenses or obligations stipulated by this Agreement, to a third party.

Article 6 (Limited Warranty)
1. Yamaha does not guarantee the suitability of this Software, Synthesized Singing, or other content or information provided by Yamaha, for any purpose. This Software is provided as-is, and Yamaha offers no guarantee whatsoever, either explicitly or implicitly, with regard to this Software infringing upon third-party rights, or with regard to the quality, performance, marketability, or suitability for specific purposes of this Software.
2. This Software is still under development and as such may exhibit bugs, malfunctioning, or other issues that result in improper functioning. Yamaha provides no guarantees with regard to the use of this Software (including the use of Synthesized Singing), including but not limited to its accuracy, integrity, availability, usefulness, reliability, and harmlessness.
3. Any and all damage caused as a result of using or operating this Software is the full responsibility of the User. Yamaha offers no guarantee whatsoever with regard to possible operation or results for Users as a result of using this Software or its included documentation.
4. The terms and conditions stipulated herein are in lieu of any and all guarantees, conditions, stipulations,

conventions, and liabilities implicitly defined through statutory law, common law, common practices, trade practices, and trade processes, and all of these are excluded in this Agreement within the fullest extent provided by law.

Article 7 (Limitation of Liability)
The liability of Yamaha shall be limited only to the license granted by this Agreement, except in cases attributable to Yamaha. In no event shall Yamaha be liable for any direct, consequential, incidental, or indirect damages whatsoever resulting from the use or inability to use this Software (including, without limitation, lost data, lost profits, business interruption, and lost business information), regardless of whether the damage is ordinary or special, even if Yamaha has been advised of the possibility of such damages or compensation claims from third parties, except in cases attributable to Yamaha. Yamaha shall accept no liability whatsoever for any disputes arising between Users, or between a User and a third party, through the use of this Software, and any disputes shall be resolved between the parties without the involvement of Yamaha. In cases where Yamaha is liable for damages related to the use of this Software, excluding cases of bad faith or gross negligence on the part of Yamaha, liability shall be limited to ordinary damages caused directly to the User (excluding consequential, incidental, indirect, or special damages), with Yamaha liable for up to the total amount paid by the User equivalent to the cost of this Software and any Yamaha products used in conjunction with it.

Article 8 (Privacy Policy) The User agrees to the Yamaha privacy policy (
https://www.yamaha.com/en/cookies_policy/)

Article 9 (Contract Termination)
1. This Agreement shall be automatically terminated in the following situations:
(1) The User violates the terms and conditions of this Agreement. Such termination does not preclude Yamaha from claiming damage or taking any other legal action against the User.
(2) Yamaha notifies the User that this Agreement has been terminated, at any time.
(3) The User has destroyed, deleted, and uninstalled his or her personal copy of this Software and all copies of this Software, at any time.
2. Once this Agreement has been terminated, the User must destroy his or her personal copy of this Software and all copies of this Software.
3. Article 3 through Article 11 shall remain in effect even after this Agreement is terminated.

Article 10 (Applicable Law)
This Agreement shall be governed by and construed in accordance with the laws of Japan. In cases where a stipulation of this Agreement conflicts with mandatory law, the stipulation shall be rendered void to the extent applicable and shall be revised to comply with mandatory law as closely as possible.

Article 11 (Jurisdiction)

Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Tokyo District Court in the first instance.

Article 12 (Agreement Changes)

Yamaha reserves the right to change this Agreement. The validity of the Agreement after the change shall be deemed to have occurred once Yamaha has notified Users of what has been changed or posted what has been changed on its website, and the User consents to these changes or uses this Software.